Contract should be updated to include a glossary entry and additions to sections 11 (Unbundled Network Elements) and section 24.2 (Indemnification). The contract should also include terms for Digital Designed Loops (loop conditioning) if there is no applicable tariff.

Glossary entry:

1.xx "Line Sharing" is an arrangement by which BA facilitates [CLEC]'s provision of ADSL (in accordance with T1.413), Splitterless ADSL (in accordance with T1.419), RADSL (in accordance with TR # 59), or MVL (a proprietary technology) to a particular Customer location over an existing copper Loop that is being used simultaneously by BA to provide analog circuit-switched voice grade service to that Customer by making available to [CLEC], solely for [CLEC]'s own use, the frequency range above the voice band on the same copper Loop required by [CLEC] to provide such services.

Section 11 Addendum:

11.2.9 To the extent required by Applicable Law, BA shall provide Line Sharing to [CLEC] for [CLEC]'s provision of ADSL (in accordance with T1.413), Splitterless ADSL (in accordance with T1.419), RADSL (in accordance with TR # 59), or MVL (a proprietary technology) on the terms and conditions set forth herein and in BA's applicable Tariffs [*Note: NY 916, MA DTE 17, PA 217*]. In order for a Loop to be eligible for Line Sharing, the following conditions must be satisfied for the duration of the Line Sharing arrangement: (i) the Loop must be an xDSL compatible copper loop that is presumed to be acceptable for shared-line deployment in accordance with FCC rules; (ii) BA must be providing simultaneous circuit-switched analog voice grade service to the Customer served by the Loop in question; (iii) the BA Customer's dial tone must originate from a Bell Atlantic End Office Switch in the Wire Center where the Line Sharing arrangement is being requested; and (iv) the xDSL technology to be deployed by the CLEC on that Loop must not significantly degrade the performance of other services provided on that Loop.

11.2.9.1 BA shall make Line Sharing available to [CLEC] at the rates set forth in Exhibit A. These rates and/or rate structures shall be considered interim in nature until they have been approved by the Commission or otherwise allowed to go into effect. If the Commission should approve (or otherwise allow to go into effect) rates and/or rate structures different than those shown in Exhibit A, all such approved or effective rates and/or rate structures shall supercede those shown in Exhibit A upon the effective date of such rates and/or rate structures. In addition to the recurring and nonrecurring charges shown in Exhibit A for Line Sharing itself, the following rates shown in Exhibit A and in BA's applicable Tariffs are among those that may apply to a Line Sharing arrangement: (i) prequalification charges to determine whether a Loop is xDSL compatible (one that is

presumed to be acceptable for shared-line deployment in accordance with FCC rules); (ii) engineering query charges, engineering work order charges, or Loop conditioning (Digital Designed Loop) charges; (iii) charges associated with Collocation; and (iv) misdirected dispatch charges, charges for installation or repair, manual intervention surcharges, and trouble isolation charges.

11.2.9.2 The following ordering procedures shall apply to Line Sharing:

(i) To determine whether a Loop qualifies for Line Sharing, the Loop must first be prequalified to determine if it is xDSL compatible. [CLEC] must utilize the mechanized and manual Loop qualification processes described in Section 11.2.8.2, paras. B-G, to make this determination.

(ii) [CLEC] shall place orders for Line Sharing by delivering to BA a valid electronic transmittal service order or other mutually agreed upon type of service order. Such service order shall be provided in accordance with industry format and specifications or such format and specifications as may be agreed to by the Parties.

(iii) If the Loop is prequalified by [CLEC] through the Loop prequalification database, and if a positive response is received and followed by receipt of [CLEC's] valid, accurate and pre-qualified service order for Line Sharing, BA will return a FOC within twenty-four (24) hours (weekends and holidays excluded). Normal Loop provisioning intervals will then apply to the Line Sharing arrangement.

(iv) If the Loop requires qualification manually or through an Engineering Query, three (3) business days will be required for Loop qualification results and for a FOC to be returned following receipt of [CLEC's] valid, accurate request.

(v) If conditioning is required to make a Loop capable of supporting Line Sharing, then BA shall undertake to provide such conditioning in accordance with the rates, terms and conditions applicable to the Digital Design Loop, as set forth in Section 11.2.8.2 preceding; provided, however, that BA shall not be obligated to provide Loop conditioning if such conditioning is likely to degrade significantly the voice-grade service being provided to BA's Customer over that same Loop.

(vi) The standard Loop provisioning and installation process will be initiated for the Line Sharing arrangement only once the requested engineering and conditioning tasks have been completed on the Loop. Scheduling changes and charges associated with order cancellations after conditioning work has been initiated are addressed in Section 11.2.8.4 above.

(vii) [CLEC] must provide all required Collocation, CFA, SBN and NC/NCI information when a Line Sharing Arrangement is ordered. Collocation augments required, either at the POT Bay, Collocation node, or for splitter placement must be ordered using standard collocation applications and procedures, unless otherwise agreed to by the parties or specified in this agreement.

(viii) [CLEC] shall notify BA's voice Customer that a disruption of the Customer's voice grade service may occur during the provisioning of [CLEC]'s advanced service over a Line Sharing arrangement, or during trouble isolation or repair of the Line Sharing arrangement. Concurrence and acknowledgement from the Customer must be obtained by the CLEC.

(ix) The Parties recognize that Line Sharing is a new offering by BA, and that it is possible that provisioning intervals for Line Sharing Arrangements may not be at optimal levels during the early stages of the roll out. The Parties will make reasonable efforts to coordinate their respective roles in the early phases of the roll out of Line Sharing in order to minimize provisioning problems and facility issues. [CLEC] will provide reasonable, timely, and accurate forecasts of its Line Sharing requirements, including splitter placement elections and ordering preferences. These forecasts are in addition to projections provided for other stand alone unbundled loop types.

11.2.9.3 [CLEC] must provide BA with information regarding the type of xDSL technology that it deploys on each shared Loop. Where any proposed change in technology is planned on a shared Loop, [CLEC] must provide this information to BA in order for BA to update Loop records and anticipate effects that the change may have on the voice grade service and other Loops in the same or adjacent binder groups. As described more fully in Bell Atlantic Technical Reference 72575, the xDSL technology used by [CLEC] for Line Share Arrangements shall operate within the Power Spectral Density (PSD) limits set forth in T1.413-1998 (ADSL), T1.419-2000 (Splitterless ADSL), or TR59-1999 (RADSL), and MVL (a proprietary technology) shall operate within the 0 to 4 kHz PSD limits of T1.413-1998 and within the tramsmit PSD limits of T1.601-1998 for frequencies above 4 kHz, provided that the MVL PSD associated with audible frequencies above 4 kHz shall be sufficiently attenuated to preclude interference with voice services.

11.2.9.4 [CLEC] may only access the high frequency portion of a Loop in a Line Sharing arrangement through an established Collocation arrangement at the BA Serving Wire Center that contains the End Office Switch through which voice grade service is provided to BA's Customer. [CLEC] is responsible for providing an ANSI-approved splitter at that Wire Center through one of the splitter options described below. [CLEC] is also responsible for providing its own DSLAM equipment in the Collocation arrangement and any necessary CPE for the xDSL service it intends to provide (including CPE splitters, filters and/or other equipment necessary for the end user to receive separate voice and

data services across the shared Loop). Two splitter configurations are available. In both configurations, the splitter must be provided by [CLEC] and must satisfy NEBS generic equipment requirements and electrical safety as set forth herein and in BA's applicable Tariffs. [CLEC] must designate which splitter option it is choosing on the Collocation application or augment. Regardless of the option selected, the splitter arrangements must be installed and connected before [CLEC] submits an order for Line Sharing.

Splitter Option A: Splitter in CLEC Collocation Area

In this configuration, the [CLEC]-provided splitter (ANSI T1.413 or MVL compliant) is provided, installed and maintained by [CLEC] in its own Collocation space. The BA-provided dial tone is routed through the splitter in the CLEC Collocation area. Any rearrangements will be the responsibility of [CLEC]. Any augments to the Collocation arrangement, such as additional terminations at the POT bay, will follow standard Collocation procedures and intervals. MLT access, via RETAS, will be available for maintenance purposes after the service order has been completed. [CLEC] will utilize the circuit number to initiate a test.

Splitter Option B: Splitter in Bell Atlantic Area

In this configuration, BA inventories and maintains a [CLEC]-provided splitter (ANSI T1.413 or MVL compliant) in BA space within the Customer's serving End Office. At [CLEC]'s option, installation of the splitter may be performed by BA or by a BA-approved vendor designated by [CLEC]. The splitter is installed (mounted) in a relay rack between the POT Bay and the MDF, and the demarcation point is at the splitter end of the cable connecting the CLEC Collocation and the splitter. BA will control the splitter and will direct any required activity. BA will perform all POT (Point of Termination) Bay work required in this configuration. BA will provide a splitter inventory to [CLEC] upon completion of the required augment. Cabling will be installed by BA with the splitter as part of the Collocation augment. MLT access, via RETAS, will be available for maintenance purposes after the service order has been completed. [CLEC] will utilize the circuit number to initiate a test.

Where a new splitter is to be installed as part of an initial Collocation implementation, the splitter installation may be ordered as part of the initial Collocation application. Associated Collocation charges (application and engineering fees) apply. CLEC must submit a new Collocation application, with the application fee, to BA detailing its request. Standard Collocation intervals will apply. Where a new splitter is to be installed as part of an existing Collocation arrangement, the splitter installation may be ordered via an application for Collocation augment. Associated Collocation charges (application and engineering fees) apply.

CLEC must submit an application for Collocation augment, with the application fee, to BA. Standard Collocation augment intervals apply.

11.2.9.5 BA and [CLEC] each have a joint responsibility to educate its Customer regarding which service provider should be called for problems with their respective voice or advanced service offerings. BA will retain primary responsibility for voice band trouble tickets, including repairing analog voice grade services and the physical line between the NID at the Customer premise and the point of demarcation in the central office. [CLEC] will be responsible for repairing advanced data services it offers over the Line Sharing arrangement. Each Party will be responsible for maintaining its own equipment. Before initiating any activity on a new shared Loop that may affect the Customer's voice grade service, [CLEC] shall attempt to notify BA and BA's Customer. BA and [CLEC] will work together to address Customer initiated repair requests and to prevent adverse impacts to the Customer.

11.2.9.5.1 When BA provides inside wire maintenance services to the Customer, BA will only be responsible for testing and repairing the inside wire for voice-grade services. BA will not test, dispatch a technician, repair, or upgrade inside wire to clear trouble calls associated with [CLEC's] advanced services. BA will not repair any CPE equipment provided by [CLEC]. Before a trouble ticket is issued to BA, [CLEC] shall validate whether the BA Customer is experiencing a trouble that arises from [CLEC]'s advanced service. If the problem reported is isolated to the analog voice-grade service provided by BA, a trouble ticket may be issued to BA.

11.2.9.5.2 In the case of a trouble reported by the Customer on its voice-grade service, if BA determines the reported trouble arises from [CLEC's] advanced services equipment, splitter problems, or [CLEC's] activities, BA will:

a. Notify [CLEC] and request that [CLEC] immediately test the trouble on

[CLEC's] advanced service.

b. If the Customer's voice grade service is so degraded that the

Customer cannot originate or receive voice grade calls, and [CLEC]

has not cleared its trouble within a reasonable time frame, BA may take unilateral steps to temporarily restore the Customer's voice grade service.

a. Upon completion of steps (a) and (b) above, BA may temporarily remove the [CLEC]-provided splitter from the Customer's Loop and switch port.
b. Upon notification from [CLEC] that the malfunction in [CLEC's] advanced service has been cleared, BA will restore [CLEC's] advanced service by restoring the splitter on the Customer's Loop.

e) Upon completion of the above steps, [CLEC] will be charged a Trouble Isolation Charge (TIC) to recover BA's costs of isolating and temporarily removing the malfunctioning advanced service from the Customer's line.

f) BA shall not be liable for damages of any kind for temporary disruptions to [CLEC's] data service that are the result of the above steps taken to restore the end user's voice-grade POTS service, and the indemnification provisions set forth in Section 24.2 shall control in such instances.

Section 24.2 Addendum:

24.2 [*Recites [CLEC's] obligation to indemnify BA for certain claims, which shall now include claims:*:]

(c) made, instituted, or asserted by BA's Customer(s) that arise from disruptions to the Customer's analog voice grade service or from any violation of Applicable Law governing the privacy of the Customer's communications over that voice grade service, and that result from the negligent or otherwise tortious acts or omissions of [CLEC] in connection with a Line Sharing arrangement.

Application of Rate Elements

Rate Element	***$ Amount***	***Mo.***	***NRC***	**** Option A***	**** Option B*** ***BELL ATLANTIC installs/ CLEC vendor installs***	
Application Fee - *Augment*	*$2,500.00*		***X***	*Not applicable unless augmenting POT Bell Atlantic*	*(1)*	*(1)*
Engineering &	*$1,334.00*		***X***	*Not*	*(1)*	*(1)*

Implementation Fee *-Additional Cabling*				*applicable unless augmenting POT Bell Atlantic*		
Splitter Installation Cost	*$1,369.60*		**X**	*Not applicable*	*(1)*	
POT BELL ATLANTIC /Splitter Termination, *VG, per 100*	*$244.64*		***X***	*(2) SACs*	*(2) SAC*	
POT BELL ATLANTIC /Splitter Termination, *VG, per 100*	*$2.00*	***X***		*(2) SACs*	*(2) SAC*	*(2) SAC*
SAC *Cable & Frame Termination,* *VG, per 100*	*$1,499.35*		***X***	*(2) SACs*	*(2) SACs*	
SAC *Cable & Frame Termination,* *VG, per 100*	*$14.35*	***X***		*(2) SACs*	*(2) SACs*	*(2) SACs*

* Both Option A and Option B assume there is an existing Collocation Cage

Application of Rate Elements

Rate Element	***$ Amount***	***Mo.***	***NRC***	**** Option A***	***Option B*** ***BELL ATLANTIC installs/ CLEC vendor***

					installs	
****Bell Atlantic/Relay Rack for Splitters – Per Shelf**	*$1.23*	***X***			*(1)*	*(1)*
****Splitter Land & Building - Per Shelf**	*$3.55*	***X***			*(1)*	*(1)*
Maintenance of Splitter Equipment per splitter	*$51.52*	***X***			*(1)*	*(1)*
WideBand Test Access per line	*$2.01*	***X***		*(1)*	*(1)*	*(1)*

** Assumes 14 Splitter Shelves per Relay Rack

Application of Rate Elements

Rate Element	***$ Amount***	***Mo.***	***NRC***	**** Option A***	***Option B*** ***BELL ATLANTIC installs/ CLEC vendor installs***	
Service Order *Expedite*	*$9.59* *$14.88*		***X***	*(1)*	*(1)*	*(1)*
Central Office Wiring Initial *Expedite*	*$41.53* *$59.40*		***X***		*(1)*	*(1)*
Central Office Wiring Additional *Expedite*	*$20.66* *$29.55*		***X***		*(1)*	*(1)*

Provisioning *Expedite*	*$0.27* *$0.40*		***X***	*(1)*	*(1)*	*(1)*
Field Installation Dispatch *Expedite*	*$121.35* *$170.92*		***X***	*(1)*	*(1)*	*(1)*
Manual Intervention Surcharge *Expedite*	*$28.26* *$43.86*		***X***	*(1)*	*(1)*	*(1)*
Misdirected Trouble Report Dispatch In *Expedite*	*$46.33* *$87.87*		***X***	*(1)*	*(1)*	*(1)*
Misdirected Dispatch Out/ Customer not Ready			***X***	*(1)*	*(1)*	*(1)*
Loop Qualification Data Base		***X***		*(1)*	*(1)*	*(1)*
Manual Loop Qualification			***X***	*(1)*	*(1)*	*(1)*
Engineering Query			***X***	*(1)*	*(1)*	*(1)*
Engineering Work Order			***X***	*(1)*	*(1)*	*(1)*
OSS Charges						